REMARKS/ARGUMENTS

Reconsideration of this application is respectfully requested. Currently, claims 28-50 are pending in this application.

The present claim amendments correct minor typographical errors in claim 28 and correct the dependency of claim 40 in a manner consistent with the Examiner's expressed interpretation. Entry of these claim amendments is therefore in order.

Rejection Under 35 U.S.C. §112:

Claim 40 was rejected under 35 U.S.C. §112, second paragraph as allegedly being indefinite. The Office Action states "For the purpose of an art rejection, the examiner will interpret claim 40 as being dependent on claim 28." Consistent with the Examiner's interpretation, claim 40 has been amended to depend from claim 28.

Rejection Under 35 U.S.C. §103:

The rejection of claims 28-50 under 35 U.S.C. §103 as allegedly being made "obvious" based on Melen (WO '646) in view of Green et al. (U.S. '084, hereinafter "Green") is respectfully traversed.

The "Response to Arguments" section (page 7) of the Office Action states "Applicant's arguments filed 12/22/04, as per claims 1-27, were not considered since these arguments pertains (sic) to claims that were canceled in the amendment." Applicant fails to understand why the arguments filed on December 22, 2004 were not considered since these arguments pertain to currently-pending claims 28-50. Applicant

respectfully requests that the December 22, 2004 arguments (as well as the arguments presented herein) be considered since they pertain to the currently-pending claims.

In order to establish a *prima facie* case of obviousness, all of the claim limitations must be taught or suggested by the prior art. The combination of Melen and Green fails to teach or suggest all of the claim limitations. For example, the combination fails to teach or suggest monitoring changes in the state of logical connections for providing content to a user between the user's computer system and a content provider's computer system, wherein at least one logical connection is defined by a client network layer address, a client transport layer address, a server network layer address and/or a server transport layer address, and creating charging data when at least one of the monitored logical connections changes its state by being generated and/or terminated, as required by independent claim 28. Similar comments apply to independent claim 42 and its dependents.

Melen considers how access may be controlled via firewalls to certain internet sites. In particular, Melen discloses charging information being generated by processing requests by the user to designated servers/routers functioning as firewalls to restrict access to certain content. For example, page 6, last paragraph of Melen states "...the server updates an IP fire wall information of the router or the switch, the updating information is selectively transmitted to a billing system (from the used IP address space), and the connection to the server is closed after the change or changes." Melen does not disclose generating charging data by determining when a change in the state of

monitored logical connections occurs. Melen does not determine the duration of socket connections for generating charging data by determining when a change in a network layer or transport layer client or server address occurs.

Melen refers to verifying via a look-up table if a user has access to certain IP addresses (to the level of designating specific ports), and gives the user (the sending IP address) access to the specific address requested only if allowed. This requires a request to be processed prior to a connection being established, and it is the processing of the request that triggers any charging (see, e.g., page 11, first paragraph). While a change in address may occur, this is not what triggers charging, it is the granting of access to the site which triggers charging. Accordingly, the teachings of Melen fails to disclose monitoring the duration of a socket connection between the server and client.

Green similarly describes a proxy server as a secure proxy which functions as part of a firewall control program (see, e.g., col. 5, line 18 and the abstract). As such, in Green, a defined security policy is used to decide when access to content should be provided so that content can be provided to a requesting party. Column 9, line 48 to 50 of Green makes it clear that the proxy server is capable of acting transparently only in the sense that neither the client nor the server needs to change any configuration information to implement the firewall.

Accordingly, even if the teachings of Melen and Green were combined as proposed by the Office Action, the combination would not have taught or suggested enabling charging data to be generated based purely on the use of the communications

link comprising a plurality of logical connections whose changes in state are monitored as required by the claimed invention. This claimed features enable, for example, the present invention to provide a solution to the problem of how to bill a user for actual use of a logical connection regardless of whether he/she already had access rights or not (for example, a user who already has access rights could include a user who has a permanent "always-on" connection such as a broadband connection). The combination of Melen and Green fails to appreciate any such solution. For example, a user of Melen's system would be billed from the point at which access rights are verified, regardless of whether the user actually makes use of the connection formed. The above described claim features also provide the advantage of allowing a billing scheme to be provided even if no firewall needs to be negotiated prior to the user receiving content. This differs greatly from the system disclosed by Melen.

Conclusion:

Accordingly, this entire application is now believed to be allowable condition and a formal Notice to that effect is respectfully solicited.

Respectfully submitted,

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